

BEFORE THE SURFACE TRANSPORTATION BOARD

ATDA - 1

In the Matter of

STB Finance Docket No. 34000

CANADIAN NATIONAL RAILWAY COMPANY, GRAND TRUNK CORPORATION, AND
WC MERGER SUB, INC – CONTROL – WISCONSIN CENTRAL TRANSPORTATION |
CORPORATION, WISCONSIN CENTRAL LTD., FOX VALLEY & WESTERN LTD ,
SAULT STE MARIE BRIDGE COMPANY, AND WISCONSIN CHICAGO LINK LTD

– EXPEDITED CONSIDERATION REQUESTED –

**VERIFIED EMERGENCY PETITION OF
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION
TO STAY TRANSFER OF WORK AND EMPLOYEES
PENDING COMPLIANCE WITH *NEW YORK DOCK* CONDITIONS**

The American Train Dispatchers Association (“ATDA”) is the representative under the *Railway Labor Act* of the employees of Wisconsin Central Railroad (“WC”) in the craft or class of train dispatchers. On September 5, 2001, this Board approved the acquisition of control of WC by Canadian National Railway Company (“CN”) subject to the conditions set forth in New York Dock Ry. — Control — Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (“New York Dock”). ATDA files this emergency petition pursuant to Section 1117.1 of the Board’s Rules because CN intends to transfer WC train dispatchers and the train dispatching they perform from WC property to CN’s Illinois Central Railroad Company on May 31, 2008, without a valid New York Dock implementing agreement in place.

The Requirements of New York Dock

Procedurally, Article I, Section 4 of New York Dock requires a carrier “contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of

any employees, or rearrangement of forces" to first arrive at an agreement with the representative of the affected employees before proceeding with the transaction. The conditions explicitly state "No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered."

These same requirements apply to nonunionized workers. In its Decision approving CN's acquisition of control (p. 22), the Board provided the following

additional guidance about who would bargain on behalf of nonunionized WC employees concerning the implementation of the New York Dock conditions. Article I, § 4 of those conditions establishes a procedural mechanism to govern the creation of implementing agreements with respect to merger-related "transactions" that "may cause the dismissal or displacement of any employees, or rearrangement of forces." New York Dock, 360 I.C.C. at 85. We recognize that this procedural mechanism (negotiation if possible, arbitration if necessary) was designed with organized labor in mind. But the mechanism applies also to employees who are not represented by a union. With respect to non-union employees, the term "representative," as used in Article I, § 4, "means any individual or organization the employees select to represent them in the negotiation of an implementing agreement, or if they do not so choose, the employees themselves." Fox Valley & Western Ltd. — Exempt, Acq. and Oper., 9 I.C.C.2d 272, 280 (1993)

Substantively, Article I of New York Dock requires that implementing agreements address issues of how forces will be moved and rearranged, assignment of work, moving expenses, real estate benefits related to the sale of a home, and displacement, dismissal, and separation allowances

What CN Intends to Do

CN has notified the WC train dispatchers that it intends to move them and the train dispatching work they do from the WC train dispatching office at Stevens Point, WI, to the train dispatching office at Homewood, IL, on the property of CN's Illinois Central Railroad. In February 2008, it gave each employee a document entitled "Relocation Agreement Applicable to

Relocation of Stevens Point Chief Dispatcher and Dispatcher Positions to Homewood, Illinois "

Exhibit 1 The document stated:

CN intends to relocate the Chief Dispatcher and Dispatcher positions currently reporting to Stevens Point, Wisconsin to Homewood, Illinois. Employees who presently hold those positions in Stevens Point have been invited to relocate to Homewood, Illinois. In addition to offering the standard relocation benefits of CN's Relocation Policy for U.S. Management Employees, CN is offering an alternative option, which is set forth in Package 2.

The document then summarized the terms of the two options and told the employees they must select one or the other or resign from the company:

If you opt to decline both options, please advise us by completing the bottom portion of this form. If you choose not to relocate to Homewood, we will assume that you intend to resign from the Chief Dispatcher/Dispatcher position. Your resignation will become effective on the last date of work for the Chief Dispatcher/Dispatcher position in Stevens Point, or sooner as determined by you or the Company.

Neither option contained any provision for displacement, dismissal, or separation allowances.

CN stressed that continued employment was not assured.

By offering the choice of relocation packages, CN does not promise continued employment in the future as either a Chief Dispatcher/Dispatcher or in any other capacity, and you understand that, regardless of which option you choose, you will remain an employee at will and your employment can be terminated by you or CN at any time, with or without cause. CN's goal in providing alternative relocation benefits is to provide an alternate transition to Homewood.

ATDA's New York Dock Bargaining Demand

On May 22, 2008, the National Mediation Board certified ATDA as the employees' representative. Exhibit 2 ATDA immediately notified CN of its desire to negotiate an appropriate New York Dock implementing agreement which, ATDA reminded CN, must be in place "prior to the promulgation of any part of the transaction that will affect those employees." ATDA represents. Exhibit 3 CN Senior Director - Labor Relations Roger MacDougall and

Cathy Cortez, Esq., met with ATDA President F.L. McCann on May 27 to discuss ATDA's demand. They told President McCann that New York Dock does not apply and that, even if it did, CN is not obliged to negotiate with ATDA because the carrier entered into individual relocation arrangements with each of the affected train dispatchers before ATDA became the employees' representative. MacDougall confirmed CN's position in writing on May 28. Exhibit 4

**CN Has Not Complied With the
Requirements of New York Dock**

New York Dock contains specific requirements which must be addressed in every Article I, Section 4 implementing agreement. They include provision for income protection in the form of displacement, dismissal, and separation allowances. The options that CN presented to the WC train dispatchers included none of these protections. CN did not notify the employees that if they were dissatisfied, they could invoke arbitration, even though this Board's Decision in the control transaction said they could. Rather, the options that CN gave them were presented as a *fait accompli*. Their choice was to choose one or resign. That type of choice does not satisfy the requirements of New York Dock.

Article IV of New York Dock covers "employees of the railroad who are not represented by a labor organization" and provides that they "shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions." It is plain that even if the terms that CN offered the employees whom ATDA now represents are to be measured by the standard of NYD Article IV, the carrier's offer was wanting. These employees were not granted "substantially the same levels of protection" that New York Dock guarantees represented employees.

CN told these workers that what it put on the table was a "take it or leave it" proposal. The fact that they took it rather than lose their jobs does not enable CN to now say that it has complied with the advance implementing agreement requirement of New York Dock such that it should be able to proceed as it wants

CN's Position That It Need Not Adhere to New York Dock Must be Rejected

In its Decision approving the control transaction, the Board noted (p. 8) that "Applicants expect to have fully integrated the CN and WC systems within 3 years of consummation of the transaction." CN is moving these train dispatchers to IC's offices at Homewood, over 260 miles from Stevens Point, with the intent to consolidate them into a combined work force on a combined rail system. It says to ATDA that what it is accomplishing now is nothing more than "a simple relocation of the office," that "[n]o work is being coordinated or consolidated with the work of another carrier," and that the WC and IC "dispatch unit[s] will continue to operate independently and will continue to use separate equipment." The fact remains that the relocation is from one former property to another, a move that would not have occurred but for the CN's acquisition of control of WC. The employees are going to be in the same office building on IC property working side-by-side with the IC dispatchers. CN can accomplish this only by virtue of having gained control over WC. But CN asserts it can do it without complying with New York Dock. The Board should not allow this runaround of the conditions it imposed as a condition of allowing CN to obtain WC control.

Granting this Motion is Consistent with the Board's Requirements for the Issuance of Stays

The Board has established the following standards for granting stays: "(1) whether there is a strong likelihood that petitioners will prevail on the merits; (2) whether petitioners would be

irreparably harmed in the absence of a stay, (3) whether issuance of a stay would substantially harm other parties; and (4) whether issuance of a stay would be in the public interest Hilton v Braunskill, 481 U.S. 770, 776 (1987), Washington Metro Area Transit Comm'n v Holiday Tours, Inc., 559 F.2d 841, 843 (D.C. Cir. 1977) (Holiday Tours), Virginia Petroleum Jobbers Ass'n v. Fed. Power Comm'n, 259 F.2d 921, 925 (D.C. Cir. 1958) " City of Peoria and the Village of Peoria Heights, Ill - Adverse Discontinuance - Pioneer Industrial Railway, STB Docket AB-878 (2008).

We submit that each of those standards have been satisfied here. Because the requirement that an implementing agreement be in place prior to undertaking a New York Dock covered transaction is clear and undeniable, there is a strong likelihood ATDA will prevail on the merits of its petition. If CN is allowed to pack up the office and move the equipment to Homewood now, the opportunity to conclude an implementing agreement in advance of the transaction, as required by New York Dock, will be eliminated. In that situation, there is no "possibility that ... corrective relief will be available at a later date." Cf. Virginia Petroleum Jobbers Assn. v. FPC, 259 F.2d 921, 925 (D.C. Cir. 1958). That is harm that cannot be repaired after-the-fact. The issuance of a stay until an implementing agreement is reached will not harm CN because it can continue to dispatch trains over the WC system from the existing WC office as it has for years. Finally, a stay would be in the public interest as the advance agreement requirements in New York Dock are what the agency has already decided are protective of the public interest. If a stay assures compliance with those requirements, a stay clearly is in the public interest.

CONCLUSION

For these reasons, ATDA respectfully requests that Board grant this Emergency Petition and direct CN not to proceed with the transfer of WC train dispatching and train dispatchers from Stevens Point, WI, to Homewood, IL until an implementing agreement in compliance with New York Dock has been reached with ATDA

Respectfully submitted,



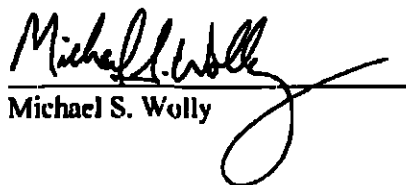
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CERTIFICATE OF SERVICE

This is to certify that a copy of the attached Emergency Motion was served upon Canadian National Railway Company by fax and overnight delivery this 29th day of May 2008 to.

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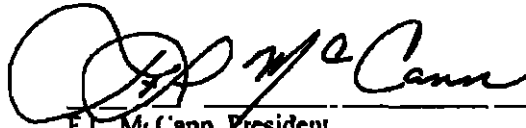
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VERIFICATION

I, F L. McCann, President of the America Train Dispatchers Association, have reviewed the statements contained in the attached Emergency Petition and declare under penalty of perjury that such statements are true to the best of my personal knowledge

A handwritten signature in black ink, appearing to read 'F L McCann', written over a horizontal line.

F L. McCann, President
American Train Dispatchers Association
1370 Ontario Avenue Suite 1040
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Dated : May 29, 2008

**Relocation Agreement Applicable to the Relocation of
Stevens Point Chief Dispatcher and Dispatcher Positions to Homewood, Illinois**

CN intends to relocate the Chief Dispatcher and Dispatcher positions currently reporting to Stevens Points, Wisconsin to Homewood, Illinois. Employees who presently hold those positions in Stevens Point have been invited to relocate to Homewood, Illinois. In addition to offering the standard relocation benefits of CN's Relocation Policy for U.S. Management Employees, CN is offering an alternative option, which is set forth in Package 2.

CN has outlined the terms of the options below. Package 1 refers to the benefits and terms of CN's Relocation Policy for U.S. Management Employees. Package 2 outlines the terms and conditions of the alternative benefit available to you. Please thoroughly read all terms outlined below and contained in CN's Relocation Policy for U.S. Management Employees, and carefully consider which option you want to select before you make your selection. You may only select one Package. Once you make a selection, you will not be able to change your selection for any reason.

If you opt to decline both options, please advise us by completing the bottom portion of this form. If you choose not to relocate to Homewood, we will assume that you intend to resign from the Chief Dispatcher/Dispatcher position. Your resignation will become effective on the last date of work for the Chief Dispatcher/Dispatcher positions in Stevens Point, or sooner as determined by you or the company.

By offering the choice of relocation packages, CN does not promise continued employment in the future as either a Chief Dispatcher/Dispatcher or in any other capacity, and you understand that, regardless of which option you choose, you will remain an employee at will and your employment can be terminated by you or CN at any time, with or without cause. CN's goal in providing alternative relocation benefits is to provide an alternate transition to Homewood.

If you have any questions, please contact CN Employee Relocation at ((514) 399-7307 or 1-888-336-7717) **before** making your selection. **Note that CN Employee Relocation must receive your signed election on or before 5 P.M. CST on February 28, 2008 by fax ((514) 399-5705) or a scanned signed copy by email to joan.dufresne@cn.ca** If your election is not received on or before that date and time, you will be deemed to have elected Package 1.

Please indicate your choice by placing a check mark and your initials next to the option you have chosen).

- ☐ _____ (Initials) **PACKAGE 1: After reviewing and carefully considering CN's Relocation Policy for U.S. Management Employees and the terms of Package 2, I select the relocation package offered under CN's current Relocation Policy for U.S. Management Employees and decline to exercise my options under Package 2.**

EXHIBIT 1

☐ _____ (Initials) **PACKAGE 2:** After reviewing and carefully considering CN's Relocation Policy for U.S. Management Employees and the terms of Package 2, I decline the relocation package offered under CN's current Relocation Policy for U.S. Management Employees and select the relocation package offered under Package 2, which is subject to the following terms and benefits:

1. CN will reimburse you for your actual out-of-pocket costs of a rental accommodation, up to One Thousand Three Hundred Dollars (\$1,300) per month ("rent reimbursement"). This rent reimbursement is to be used solely for the accommodations that are necessary in order for you to hold the Chief Dispatcher/Dispatcher position to Homewood, Illinois and is not intended to, and cannot, be used for any other purpose, including but not limited to enrolling children in school, paying expenses for your present residence (or any other residence), or paying for any additional costs you might incur as a result of relocating.
2. Rent reimbursement includes only the following items: monthly rent, the cost of a basic cable plan; monthly gas (heat) bill; monthly electric bill; and parking at your residence.
3. Rent reimbursement will be provided for only those expenses actually incurred and only up to the amount provided for in paragraph 1. You must provide proof that you incurred the expense in a format acceptable to CN prior to being reimbursed for any expense. Examples of acceptable forms of proof include a signed lease agreement, monthly utility bills issued by the service provider for gas, light, basic cable, and parking. CN reserves the right to request that you provide a receipt for proof that the expense has been paid by you.
4. This is a taxable benefit to you, which is subject to taxation as ordinary income. CN has agreed to pay the taxes for the rent reimbursement to the extent that it is considered ordinary income and subject to taxation. You will remain responsible for all other tax liability. All rent reimbursement and taxes paid by CN will be reported on your statement of earnings.
5. Rent reimbursement will be provided to you for a period of time not to exceed three (3) years, or when one of the following events occur, whichever is sooner: you cease to incur such expense; you violate any term of this relocation package; your employment with CN ends, whether voluntarily or otherwise; or you voluntarily choose to transfer to another position within CN.
6. In addition to rent reimbursement, you will receive a special allowance, which will be paid as follows: (1) the amount of \$4,000.00 will be paid to

you at the next payroll period following your written election of Option 2, (2) \$1,000.00 will be paid to you twelve (12) months after the \$4,000.00 payment; and (3) \$1,500.00 will be paid to you thirty (30) months after the \$4,000.00 payment. If, at any time prior to the date a special allowance payment is due, you violate any term of this relocation package, your employment with CN ends, whether voluntarily or otherwise, or you voluntarily choose to transfer to another position within CN, CN's obligation to make future payments ceases immediately and no future special allowance payments will be made to you. The special allowance is taxable as ordinary income and you will be responsible for payment of all such taxes.

7. In the event your right to rent reimbursement and the special allowance ceases for any reason, including those listed in paragraphs 5 and 6, you must advise the Employee Relocation Department in writing at the e-mail address listed above. If you fail to do so, or if rent reimbursement and/or the special allowance are incorrectly paid to you beyond that to which you are entitled, you agree to full repayment of any amounts to which you were not entitled. You further authorize CN to withdraw any such overpayments from your payroll, to the full extent permitted by law.
8. Nothing contained in this Agreement creates or is intended to create a contract or agreement of employment, a promise or representation of future or continued employment, or a change in the terms or conditions of your employment.

I have read and understand the options in Package 1 and Package 2 and have indicated my choice by placing an "x" in the box and my initials next to the package I choose.

Signature

PIN

Date

.....
I have carefully reviewed CN's Relocation Policy for U.S. Management Employees and the terms outlined in Package 2 and understand the contents of both. After carefully reviewing both packages, I am declining both options and, consequently, do not want relocation assistance from CN.

Signature

PIN

Date



**NATIONAL MEDIATION BOARD
WASHINGTON, DC 20572**

(202) 692-5000

In the Matter of the
**REPRESENTATION OF
EMPLOYEES**
of
WISCONSIN CENTRAL RAILROAD
Train Dispatchers

35 NMB No. 47

CASE NO. R-7155

CERTIFICATION

May 22, 2008

The services of the National Mediation Board (Board) were invoked by the American Train Dispatchers Association (ATDA) on March 13, 2008, to investigate and determine who may represent for the purposes of the Railway Labor Act (RLA), as provided by Section 2, Ninth, thereof, personnel described as "Train Dispatchers," employees of Wisconsin Central Railroad (Carrier)

At the time this application was received, these employees were unrepresented.

The Board assigned Investigator Norman Graber to investigate.

FINDINGS

The investigation disclosed that a dispute existed among the craft or class of Train Dispatchers, and by direction of the Board, the Investigator was instructed to conduct an election to determine the employees' representation choice.

The following is the result of the election as reported by Investigator Graber.

<u>Election Results for Train Dispatchers</u>	
Eligible Employees	31
ATDA	21

The Board further finds that: the Carrier and employees in this case are, respectively, a Carrier and employees within the meaning of the RLA, as amended; this Board has jurisdiction over the dispute involved herein; and the interested parties, as well as the Carrier, were given due notice of the Board's investigation.

CERTIFICATION

NOW, THEREFORE, in accordance with Section 2, Ninth, of the RLA, as amended, and based upon its investigation pursuant thereto, the Board certifies that the ATDA has been duly designated and authorized to represent for the purposes of the RLA, as amended, the craft or class of Train Dispatchers, employees of Wisconsin Central Railroad, its successors and assigns

By direction of the NATIONAL MEDIATION BOARD.

Mary L. Johnson

Mary L. Johnson
General Counsel



F. L. McCann
President

American Train Dispatchers Association

AFL-CIO AND TTD — RAIL DIVISION

1370 ONTARIO STREET, SUITE 1040 • CLEVELAND, OHIO 44113-1738

TELEPHONE: (216) 241-2770 • FAX: (216) 241-8288

May 21, 2008

VIA FAX 708-332-6737 & UPS OVERNIGHT DELIVERY
TRACKING NUMBER 1Z F60 E17 22 1000 219 4

Mr. Roger MacDougall, Senior Director People
WC Division, Canadian National Railway
17641 South Ashland Avenue
Homewood, IL 60430-1345

Dear Sir:

As you know, the Surface Transportation Board (STB) imposed the conditions in *New York Dock Ry - Control - Brooklyn Eastern Dist (NYD)* on the transaction involving Canadian National Railway's (CN) acquisition of control of Wisconsin Central Transportation Corporation (WC). As you are also aware, *NYD* requires that advance written notice be served upon the representative of employees who will be affected by the transaction and that an implementing agreement be negotiated and concluded with that representative *prior to* the promulgation of any part of the transaction that will affect those employees.

It is my understanding that CN intends to relocate the WC train dispatching and train dispatchers from Stevens Point, WI, to Homewood, IL, as part of the STB-approved transaction. Since ATDA is now the representative of the WC train dispatchers, you may serve the notice required by Article 1, Section 4 of *NYD* on me so that I can meet with you at a mutually agreeable time and place to discuss this matter further. Until an implementing agreement has been reached, *NYD* requires that CN refrain from undertaking this relocation. ATDA expects that CN will honor this condition of the STB's approval of the transaction.

Very truly yours,

A handwritten signature in black ink, appearing to read "F. L. McCann".
F. L. McCann
President

cc. D. W. Volz, Vice President

EXHIBIT 3



Labor Relations

17641 South Ashland Avenue
Homewood, IL 60430

May 28, 2008

VIA FACSIMILE AND FIRST CLASS MAIL

F.L. McCann, President
American Train Dispatchers Association
1370 Ontario Street, Suite 1040
Cleveland, OH 44113 1736

Re: Wisconsin Central Train Dispatchers

Dear Mr. McCann:

I am in receipt of your letter dated May 21, 2008, regarding the ongoing relocation of the Wisconsin Central Train Dispatchers from Stevens Point, Wisconsin to Homewood, Illinois. In your letter, you take the position that this move, which was announced months ago, cannot be completed until an implementing agreement has been reached with your Union and that, until then, the Carrier must refrain from completing the ongoing relocation. That is incorrect for several reasons.

First and foremost, this is not a *New York Dock* transaction as provided by the protective conditions. This is a simple relocation of the office from Stevens Point to Homewood. No work is being coordinated or consolidated with the work of another carrier. The WC dispatch unit will continue to operate independently of Illinois Central ("IC") and will continue to use separate equipment. Wisconsin Central Train Dispatchers will not dispatch IC trains, likewise, IC Train Dispatchers will not dispatch Wisconsin Central trains. You should also be aware that, for many years, Wisconsin Central employees have operated trains to Markham Yard, which is adjacent to the Homewood office building. The simple relocation of train dispatchers to that location does not require an implementing agreement.

Second, even if the *New York Dock* conditions were applicable to this relocation, the carrier has satisfied the requirements of those conditions. The relocation of this office was announced verbally to the dispatchers in October of 2007. For operational reasons, the relocation was delayed until 2008. In January and February of 2008, each dispatcher met with their supervisor and an HR representative advising them that

EXHIBIT 4

a dispatch job was available to every current employee in Homewood and to go over the terms of the relocation packages available to them. All of those relocation packages are superior to those provided by *New York Dock*. Because the dispatchers were not represented by any union or other representative, each individual was given the opportunity to meet with Company representatives, discuss the options for relocation with the Company, and make a written election between several options. This process fully complied with *New York Dock*.

Finally, it is far too late to stop the ongoing implementation of this relocation. The Company has incurred substantial expense in planning and implementing a safe and efficient relocation of dispatching operations. Employees have agreed to and received relocation and temporary housing allowances. Bringing this process to a halt at this point would jeopardize the safe and efficient relocation of work and it would be unfairly prejudicial to the Company. We are pleased to discuss the future with the union as the employees' representatives, but the Homewood relocation is the "status quo"--and for all the fairness reasons you raise we cannot now stop the process.

Sincerely,



R.K. MacDougall

Senior Director - Labor Relations

**Relocation Agreement Applicable to the Relocation of
Stevens Point Chief Dispatcher and Dispatcher Positions to Homewood, Illinois**

CN intends to relocate the Chief Dispatcher and Dispatcher positions currently reporting to Stevens Point, Wisconsin to Homewood, Illinois. Employees who presently hold those positions in Stevens Point have been invited to relocate to Homewood, Illinois. In addition to offering the standard relocation benefits of CN's Relocation Policy for U.S. Management Employees, CN is offering an alternative option, which is set forth in Package 2.

CN has outlined the terms of the options below. Package 1 refers to the benefits and terms of CN's Relocation Policy for U.S. Management Employees. Package 2 outlines the terms and conditions of the alternative benefit available to you. Please thoroughly read all terms outlined below and contained in CN's Relocation Policy for U.S. Management Employees, and carefully consider which option you want to select before you make your selection. You may only select one Package. Once you make a selection, you will not be able to change your selection for any reason.

If you opt to decline both options, please advise us by completing the bottom portion of this form. If you choose not to relocate to Homewood, we will assume that you intend to resign from the Chief Dispatcher/Dispatcher position. Your resignation will become effective on the last date of work for the Chief Dispatcher/Dispatcher positions in Stevens Point, or sooner as determined by you or the company.

By offering the choice of relocation packages, CN does not promise continued employment in the future as either a Chief Dispatcher/Dispatcher or in any other capacity, and you understand that, regardless of which option you choose, you will remain an employee at will and your employment can be terminated by you or CN at any time, with or without cause. CN's goal in providing alternative relocation benefits is to provide an alternate transition to Homewood.

If you have any questions, please contact CN Employee Relocation at ((514) 399-7307 or 1-888-336-7717) before making your selection. Note that CN Employee Relocation must receive your signed election on or before 5 P.M. CST on February 28, 2008 by fax ((514) 399-5705) or a scanned signed copy by email to joan.dufresne@cn.ca If your election is not received on or before that date and time, you will be deemed to have elected Package 1.

Please indicate your choice by placing a check mark and your initials next to the option you have chosen)

- ☐ _____ (Initials) **PACKAGE 1:** After reviewing and carefully considering CN's Relocation Policy for U.S. Management Employees and the terms of Package 2, I select the relocation package offered under CN's current Relocation Policy for U.S. Management Employees and decline to exercise my options under Package 2.

- ☐ _____ (Initials) **PACKAGE 2:** After reviewing and carefully considering CN's Relocation Policy for U.S. Management Employees and the terms of Package 2, I decline the relocation package offered under CN's current Relocation Policy for U.S. Management Employees and select the relocation package offered under Package 2, which is subject to the following terms and benefits:

- 1 CN will reimburse you for your actual out-of-pocket costs of a rental accommodation, up to One Thousand Three Hundred Dollars (\$1,300) per month ("rent reimbursement"). This rent reimbursement is to be used solely for the accommodations that are necessary in order for you to hold the Chief Dispatcher/Dispatcher position to Homewood, Illinois and is not intended to, and cannot, be used for any other purpose, including but not limited to enrolling children in school, paying expenses for your present residence (or any other residence), or paying for any additional costs you might incur as a result of relocating.
2. Rent reimbursement includes only the following items: monthly rent; the cost of a basic cable plan; monthly gas (heat) bill; monthly electric bill; and parking at your residence.
- 3 Rent reimbursement will be provided for only those expenses actually incurred and only up to the amount provided for in paragraph 1. You must provide proof that you incurred the expense in a format acceptable to CN prior to being reimbursed for any expense. Examples of acceptable forms of proof include a signed lease agreement, monthly utility bills issued by the service provider for gas, light, basic cable, and parking. CN reserves the right to request that you provide a receipt for proof that the expense has been paid by you.
4. This is a taxable benefit to you, which is subject to taxation as ordinary income. CN has agreed to pay the taxes for the rent reimbursement to the extent that it is considered ordinary income and subject to taxation. You will remain responsible for all other tax liability. All rent reimbursement and taxes paid by CN will be reported on your statement of earnings.
- 5 Rent reimbursement will be provided to you for a period of time not to exceed three (3) years, or when one of the following events occur, whichever is sooner: you cease to incur such expense; you violate any term of this relocation package; your employment with CN ends, whether voluntarily or otherwise; or you voluntarily choose to transfer to another position within CN.
6. In addition to rent reimbursement, you will receive a special allowance, which will be paid as follows. (1) the amount of \$4,000.00 will be paid to

you at the next payroll period following your written election of Option 2; (2) \$1,000.00 will be paid to you twelve (12) months after the \$4,000.00 payment; and (3) \$1,500.00 will be paid to you thirty (30) months after the \$4,000.00 payment. If, at any time prior to the date a special allowance payment is due, you violate any term of this relocation package, your employment with CN ends, whether voluntarily or otherwise, or you voluntarily choose to transfer to another position within CN, CN's obligation to make future payments ceases immediately and no future special allowance payments will be made to you. The special allowance is taxable as ordinary income and you will be responsible for payment of all such taxes.

- 7 In the event your right to rent reimbursement and the special allowance ceases for any reason, including those listed in paragraphs 5 and 6, you must advise the Employee Relocation Department in writing at the e-mail address listed above. If you fail to do so, or if rent reimbursement and/or the special allowance are incorrectly paid to you beyond that to which you are entitled, you agree to full repayment of any amounts to which you were not entitled. You further authorize CN to withdraw any such overpayments from your payroll, to the full extent permitted by law.
- 8 Nothing contained in this Agreement creates or is intended to create a contract or agreement of employment, a promise or representation of future or continued employment, or a change in the terms or conditions of your employment.

I have read and understand the options in Package 1 and Package 2 and have indicated my choice by placing an "x" in the box and my initials next to the package I choose.

Signature

PIN

Date

I have carefully reviewed CN's Relocation Policy for U.S. Management Employees and the terms outlined in Package 2 and understand the contents of both. After carefully reviewing both packages, I am declining both options and, consequently, do not want relocation assistance from CN.

Signature

PIN

Date _____